

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	)	
	)	
v.	)	Criminal No. 20-10128-MLW
	)	
KEENAM "KASON" PARK,	)	
	)	
Defendant	)	

**JOINT SENTENCING MEMORANDUM**

The parties respectfully submit this joint memorandum to clarify two points raised in the materials submitted to the Court in connection with the sentencing of defendant Keenam Park.

First, with respect to the defendant's criminal history, a Senior Investigator for the International Cooperation Center of the Supreme Prosecutor's Office for the Republic of Korea provided the following information to the government: "Mr. Park was convicted and prosecuted in Korea for similar scam (damage about USD 100,000) and sentenced to probation."<sup>1</sup>

Second, the defendant's sentencing memorandum states as follows:

Unfortunately, by June 2019, when it became clear that the company would not be able to meet its financial obligations for the coming school year, Mr. Park opted not to notify the partnering schools and families that EduBoston would not be able to make tuition payments for the coming year. Instead, he continued to accept payments from the families in an effort to present the company as viable to investors such as the Bright Scholar Education Group, with whom he was actively and aggressively negotiating to sell EduBoston in order to obtain sufficient capital to make the necessary tuition payments and keep the employees on board.

Dkt. No. 74 at 9. In an interview with the government on March 10, 2020, which was conducted pursuant to a proffer agreement, the defendant provided certain information regarding Bright

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<sup>1</sup> The government has requested additional information regarding this reported prosecution/conviction and is awaiting a response.

Scholar Education Group (“Bright Scholar”). Specifically, the defendant informed the government that he was aware of Bright Scholar engaging in fraudulent acquisition deals. The defendant further stated, in sum and in substance, that Bright Scholar offered him \$25 million to purchase EduBoston, which the defendant understood at the time to be more than three to four times what EduBoston was actually worth, and that Bright Scholar executives wanted a 40% cut of the purchase price, to be placed in an offshore account. Despite these circumstances, the defendant provided Bright Scholar with EduBoston’s financials and did the due diligence necessary for the potential sale. During his proffer, the defendant stated that the deal did not go through because a representative of Bright Scholar – who was not aware of the fraud – stopped the acquisition due to changes in the industry. The defendant would now like to clarify that this Bright Scholar representative chose not to pursue the acquisition before the defendant was able to make his own decision as to whether to move forward with the deal, a decision with which he was struggling given EduBoston’s desperate financial situation.

Respectfully submitted,

KEENAM PARK  
By his attorney,

ANDREW E. LELLING  
United States Attorney

/s/ Vikas S. Dhar  
VIKAS S. DHAR

By: /s/ Leslie A. Wright  
LESLIE A. WRIGHT  
Assistant U.S. Attorney

Certificate of Service

I hereby certify that this document filed through the ECF system on November 1, 2020 will be sent electronically to the registered participants identified on the Notice of Electronic Filing (NEF).

By: /s/ Leslie A. Wright  
LESLIE A. WRIGHT  
Assistant United States Attorney